



InsideAsia Tours is a trading name of Inside Travel Group Limited. The following booking conditions form the basis of your contract with Inside Travel Group Limited (company no. 4094031). Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

These booking conditions only apply to the holiday arrangements which you book with us prior to departure and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to **tour, trip, holiday or arrangements** mean such holiday arrangements unless otherwise stated. References to **departure** mean the start date of your holiday with us.

In these booking conditions, **you** and **your** means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them as the context requires. **We, us** and **our** means Inside Travel Group Limited.

The Package Travel and Linked Travel Arrangements Regulations 2018 will apply to your contract. For more information on your rights under these regulations, please see <https://www.legislation.gov.uk/uksi/2018/634/contents>.

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1. Making your booking

To make a booking, you must complete our booking form or use our online client portal to submit your details. The booking form must be signed by the first named person on the booking (**party leader**) to confirm your acceptance of our booking conditions. If you use our online client portal, the party leader must tick the appropriate box to confirm this acceptance. The party leader must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By signing the booking form or ticking the appropriate box on our client portal to confirm acceptance of our booking conditions, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us and must be at least 18 when the booking is made.

If you choose not to submit your details using our online client portal, the completed signed booking form must then be returned to us by post, e-mail (to info@insideasiatours.com) or fax together with the payments referred to in clause 2 below.

For bookings made through an agent, deposit payment will be considered acceptance of our Terms and Conditions.

Subject to the availability of your chosen arrangements, we will confirm your holiday by issuing a confirmation. This confirmation will be sent to the party leader or your travel agent. Where you book through our website, any electronic acknowledgement of your booking is not a confirmation of it. Please check your confirmation and the accompanying pro- forma invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation, pro- forma invoice or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within 10 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

If you wish to, you may contact us by e-mail for any of the reasons mentioned in these booking conditions (for example, to request an amendment) providing you do so to info@insideasiatours.com

Any authorised travel agent of ours through whom you make a booking will relay information from you to us and vice versa. For the purposes of compliance with time limits or limitation periods as set out or referred to in these booking conditions, receipt by an authorised travel agent of messages, requests or complaints intended for us will be treated as received by us. However, we are not responsible for any advice given to you by your travel agent that did not originate from us.

2. Payment

In order to confirm your chosen holiday, the applicable per person deposit (or full payment if booking within 60 days of departure) must be paid at the time of booking.

The balance of the holiday cost must be received by us not less than 60 days prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 7 depending on the date we reasonably treat your booking as cancelled.

In addition to the deposit, full or part payment of certain elements of your holiday (such as but not limited to flights, accommodation or river cruises) may be required at the time of booking or at some point between booking and balance due date.

Except for flight inclusive bookings, all monies you pay to one of our authorised travel agents for your holiday with us will be held by the agent on your behalf until a contract between us comes into existence. After that point, your agent will hold the monies on our behalf until they are paid to us. For flight inclusive bookings, all monies paid to any authorised travel agent of ours for your holiday with us will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject to the travel agent's obligation to pay such monies to us in accordance with our trading terms unless we fail. In the unlikely event of our financial failure, all monies then held by the travel agent or subsequently paid by you to the travel agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the agent to pay such monies to us. Payments must only be made to your travel agent in sufficient time for them to be paid to us by balance due date and not earlier even if your travel agent asks you to do so.



3. Your contract

A binding contract between us comes into existence when we dispatch our confirmation invoice to the party leader or your travel agent. We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (**claim**) except as set out below. We both also agree that any claim which you wish to pursue through the courts must be dealt with by the courts of England and Wales only unless, in the case of court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the courts of your home country or those of England and Wales. If court proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply). Please also see clause 12 for details of the AITO dispute resolution service.

4. The cost of your holiday

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking. We reserve the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen holiday has been confirmed at the time of booking, then subject to the correction of errors, we will only change it in the event that our costs increase after your booking is confirmed as a direct consequence of a change in the level, or the introduction, of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package. Any such increase will be limited to any increase in our costs resulting from the introduction or increase of any local sales or consumption tax. We will not change the price of a confirmed booking in any other circumstances.

You will also be entitled to a price reduction where there is a decrease in our costs as a result of a decrease in the costs referred to in the above paragraph which occurs between confirmation of your booking and the start of your holiday.

If any surcharge is greater than 8% of the cost of your holiday (excluding any amendment charges), clause 9 will apply on the basis the surcharge is a significant change. You will be notified of any price increase or reduction applied in accordance with this clause together with the justification for and calculation of this not less than 20 days before departure. Where a reduction is applicable, we are entitled to deduct our administrative expenses from the refund. Any surcharge must be paid with the balance of the holiday cost or within 14 days of the issue date printed on the invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

5. Special requests and medical conditions / disabilities / reduced mobility

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable request on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation from us in writing that a special request will be complied with (where it is possible to give this) if it is important to you. Any special request which we have accepted will be specifically confirmed as accepted on your confirmation invoice.

If you have any medical condition or disability which may affect your holiday arrangements (including any which may impact the booking process) or suffer from a significant reduction in mobility or significant allergy or have any special requirements as a result, please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in any medical condition, disability, mobility or allergy occurs. You must also promptly advise us if any medical condition, disability, reduction in your mobility or significant allergy which may affect your holiday arrangements develops after your booking has been confirmed.

6. Changes by you

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such request. Where we can, any costs incurred by us and any costs or charges incurred or imposed by any of our suppliers will be payable. Certain changes may be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. You will be advised at the time you make your request where applicable. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated has changed.

You may transfer your booking or your place on the booking to someone else (introduced by you) without



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payment of our cancellation charges providing the request for the transfer is made in writing not less than 7 days before departure. The person(s) to whom you wish to make the transfer must also satisfy all conditions which form part of your contract with us. Requests for transfer must be accompanied by the name and other applicable details of the replacement person(s). Where a transfer to a person of your choice can be made, all costs and charges incurred or imposed by any of our suppliers must be paid before the transfer can be effected.

As certain arrangements (such as flights) cannot be changed after a reservation has been made, name changes, other alterations and cancellation affecting those services are likely to incur a 100% cancellation charge of the cost of that service. The rebooking will also be subject to the availability of the service affected and to payment of the full cost of the new ticket / booking at the relevant time.

7. Cancellation by you

You may cancel your confirmed booking at any time before departure. You may also transfer your booking or place on the booking as referred to in clause 6. If you want or need to cancel your holiday once it has been confirmed, the party leader (or the person(s) concerned in the event of a part cancellation) must immediately advise us or your travel agent in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. Notification may be given by e-mail. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. In calculating these, we have taken account of possible cost savings and the generation of income from other bookings which may be able to utilise cancelled services to the extent this is likely to be achievable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable by the person(s) cancelling excluding any amendment charges. Amendment charges are not refundable in the event of cancellation.

No. of days before Tour start date	Cancellation fee as a % of Tour price
More than 60 days	Deposit
40 days to 60 days	30% of the Price *
15 days to 39 days	60% of the Price *
6 Days to 14 Days	75% of the Price *
No show to 5 Days	100% of the Price

* Or Deposit - whichever is the greater amount.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned. A partial cancellation of a booking may result in our having to recalculate the price payable by those still travelling where, for example, one or more party members are no longer sharing a room. See clause 6 Changes by you if one or more persons on the booking (but not all) no longer wish or are able to travel.

8. Insurance

You are recommended to take out adequate and appropriate travel insurance for your holiday. You must as a minimum have insurance cover for medical expenses (including repatriation in the event of medical need).

Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check insurance policies.

9. Changes and cancellation by us

(1) Changes to confirmed bookings sometimes have to be made and we reserve the right to do so in accordance with this clause 9. Most changes will not be significant and we have the right to make these. We refer to such changes as insignificant changes. Where an insignificant change is made before departure, we will notify you in writing. No compensation is payable for insignificant changes. Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant change to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in clause 5. Where we have to do so, clauses 9(4) and 9(5) will apply.

(2) All alterations which are not significant in accordance with clause 9(1) will be treated as insignificant changes. Carriers such as airlines may be subject to change. Any such change will not be significant. A change of flight time of less than 12 hours, airline, departure airport between London airports (Gatwick, Heathrow, Luton, Stanstead or London City) or between airports serving the same geographical location, type of aircraft (if advised), destination airport or accommodation to another of a similar standard and with similar facilities will also all be treated as insignificant changes. In booking one of our trips, you are taken to have agreed that the confirmed itinerary is not contractually binding and that whilst we will endeavour to provide this, changes may be made.

(3) All group holidays require a minimum number of bookings to enable us to operate them. We reserve the right to



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cancel any such holiday where this minimum number is not achieved. You will be advised before your booking is accepted of the minimum number applicable to your holiday. Failure to achieve this minimum number does not, however, oblige us to cancel. We will notify you of cancellation for this reason not later than (1) 20 days before departure for holidays lasting more than 6 days or (2) 7 days in advance for those lasting between 2 and 6 days or (3) 48 hours in advance in the case of holidays lasting less than 2 days.

(4) In the event we have to significantly change any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration and any impact this has on the price; (ii) in the event that you do not wish to accept the alteration, details of any alternative holiday arrangements we are able to offer (including the applicable price); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the change or any alternative holiday arrangements offered; and (iv) the period within which you must inform us of your decision and what will happen if you do not do so.

(5) If you choose to cancel your booking in accordance with clause 9(4), we will refund all payments you have made to us (except for any previously incurred amendment or cancellation charges) within 14 days of the date the cancellation takes effect and terminates your contract (which will usually be the date we or the travel agent through whom you made your booking send you a cancellation invoice following receipt of your written cancellation notification). If we do not hear from you with your decision within the specified period (having provided you with the information set out in clause 9(4) for a second time), we will cancel your booking and refund all payments made to us within 14 days of the effective date of cancellation. No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see clause 10).

(6) Occasionally, it may be necessary to cancel a confirmed booking. We have the right to terminate your contract in the event (i) we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances (see clause 10) and we notify you of this as soon as reasonably possible or (ii) (where applicable) we have to cancel because the minimum number of bookings necessary for us to operate your group holiday has not been achieved and we notify you of cancellation for this reason as referred to in clause 9(3). Where we have to cancel your booking in these circumstances, we will refund all monies you have paid to us (except for any previously incurred amendment or cancellation charges) within 14 days of the effective date of cancellation but will have no further or other liability to you including in respect of compensation or any costs or expenses you incur or have incurred as a result. We will of course endeavour to offer you alternative holiday arrangements where possible which you may choose to book (at the applicable price) in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case clause 7 will apply.

(7) Please note, a full refund entitlement (except for any previously incurred amendment or cancellation charges) only arises where we are prevented from performing your contracted holiday arrangements as a result of unavoidable and extraordinary circumstances in accordance with clause 9(6) or we cancel your group booking due to failure to achieve the required minimum number of bookings in accordance with clause 9(3) and we exercise our right to cancel as a result. Without limitation, you will not be entitled to a full refund and cancellation charges are likely to apply where unavoidable and extraordinary circumstances affect your ability to travel on your holiday rather than our ability to perform or provide the contracted arrangements. The issue of advice or recommendations against travel by public authorities (such as the UK Foreign, Commonwealth and Development Office) does not automatically mean we are prevented from performing your holiday arrangements but may instead affect your ability to travel.

(8) In the event that unavoidable and extraordinary circumstances (see clause 10) occur in the place of destination of your holiday or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of cancellation charges and receive a full refund of all monies you have paid to us (except for any previously incurred amendment or cancellation charges). Where applicable, you must notify us of your wish to cancel for this reason in writing. Providing we are in agreement that you are entitled to do so in accordance with this clause, we will send you a cancellation invoice to confirm the cancellation. Any refund then due will be paid in accordance with clause 9(5) above. We will notify you as soon as practicable should this situation occur. You will not be entitled to any compensation.

10. Unavoidable and Extraordinary Circumstances

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature as a result of, unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Without limitation, such situations are likely to include (whether actual or threatened) war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, exceptional adverse weather conditions, fire, flood, an outbreak of serious illness at your holiday destination, an epidemic or pandemic, closure, restriction or congestion of airports, other travel hubs or airspace, flight restrictions imposed by any regulatory authority or other third party and volcanic activity.

11. Our Liability to you



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(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example, loss of enjoyment or loss of possessions), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from any of the following:

- (i) the act(s) and/or omission(s) of the person(s) affected; or
- (ii) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable; or
- (iii) unavoidable and extraordinary circumstances as defined in clause 10 above.

(3) We cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us on our website or elsewhere and we have not agreed to arrange them as part of our contract and any excursion or activities you purchase during your holiday. Please also see clause 16 **Excursions, activities and general area information**. In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract, and the laws and applicable standards of the country in which your claim occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 11(1). We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(5) Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £1000 per person affected unless a lower limitation applies to your claim under this clause or clause 11(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings.

(6) Except as set out in clause 11(7) or as otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis the maximum amount we will have to pay you is three times the holiday cost (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 11(7) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(7) Where any claim (including one involving death or personal injury) concerns or is based on any travel arrangements (including without limitation, the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which damages / compensation will be payable) will be limited as if we were the carrier in question as referred to in this clause 11(6). The most we will have to pay you for that claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or EU regulation which applies to the travel arrangements in question. Such conventions and EU regulations include the Warsaw Convention as amended or unamended and the Montreal Convention 1999 for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 2027/97 as amended by EC Regulation No 889/2002 for national and international travel by air, the Athens Convention relating to the carriage of passengers and their luggage by sea 1974 for international travel by sea (as amended by the 2002 Protocol), the Convention on



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Limitation of Liability for Maritime Claims as amended by the 1996 protocol and the Convention of 1980 concerning International Carriage by Rail (**COTIF**) as amended. Where a carrier would not be obliged to make any payment to you under the applicable international convention or EU regulation (including where any claim is not notified and issued in accordance with the stipulated time limits), we, similarly, are not obliged to make a payment to you for that claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and EU regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the airline or ferry / cruise operator. Any proceedings in respect of any claim (including one for personal injury or death) must be brought within 2 years of the date stipulated in the applicable convention or EU regulation.

- (8) We cannot accept any liability for any damage, loss, expense or other sum(s) of any nature or description which (1) on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers or (3) relates to any business (including without limitation, loss of self-employed earnings).

12. Complaints and claims procedure

In the unlikely event that you have any reason to complain or may have a basis for making a claim in respect of any aspect of your holiday arrangements, you must immediately inform our local representative and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative and the supplier as soon as possible. If you cannot contact our local representative for any reason and any complaint or problem is not resolved to your satisfaction by the supplier within a reasonable time, you must contact us in the UK using the contact details we have provided you with, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most issues can be dealt with quickly during your holiday. If you remain dissatisfied however and wish to pursue the matter, you must write to us within 30 days of the end of your holiday giving your booking reference and full details of your complaint or claim.

In the unlikely event of our being unable to reach an amicable resolution of any complaint or claim you may have, you may use the AITO dispute resolution service which provides a simple and inexpensive method of arbitration on documents alone. Full details are available on request.

If you fail to follow the simple procedure set out in this clause, we are unlikely to be in a position to properly investigate the matter and may have been deprived of the opportunity to remedy it during your holiday. Subject to clauses 11(5) and 11(6), your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

13. Assistance whilst you are on holiday

In the event you end up in difficulty (of any sort) during your holiday, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

14. Behaviour and damage

When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's reasonable legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

15. Conditions of suppliers.

Most of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude



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the supplier's liability to you, usually in accordance with applicable international conventions and EU regulations (see clause 11(4)). Copies of the relevant parts of these terms and conditions and of the applicable international conventions and EU regulation are available on request from ourselves or the supplier concerned.

16. Excursions, activities and general area information

We may provide you with information (before departure and/or when you are on holiday) about activities and excursions which are available in the areas you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised, controlled nor endorsed in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability set out in clause 11(1) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the areas you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

17. Passports, visas and health requirements

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty, costs or expenses being imposed on or incurred by us, you will be responsible for reimbursing us accordingly.

The passport and visa requirements applicable to British citizens holding a British passport for the holidays we offer are shown on our website. Requirements may change and you must check the up-to-date position in good time before departure. A British passport usually takes approximately 3 to 6 weeks to obtain. If any member of your party (who is a British citizen) is 16 or over and hasn't got or previously held a British passport, more time should be allowed as the UK Passport Service has to confirm your identity before issuing your first passport. If any person on the booking is not a British citizen or holds a non-British passport, you must check the applicable passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel. Please ensure you check the latest position on applying for or renewing a passport in plenty of time before departure.

Details of any compulsory health requirements applicable to British citizens for your holiday are shown on our website. It is your responsibility to ensure you obtain details of and comply with all recommended and required vaccinations, health precautions and other health related measures in good time before departure. Details should be available from your GP surgery, local travel clinic and the National Travel Health Network and Centre <http://travelhealthpro.org.uk/>. Information on health abroad is also available on www.nhs.uk/Live-well/healthy-body/before-you-travel. We are not currently aware of any compulsory health requirements for British citizens who are resident in the UK for any of the holidays we offer. Vaccination and other health requirements/recommendations are subject to change at any time for any destination. Please therefore check not less than 6 weeks prior to departure to ensure that you have met the necessary requirements and have the applicable information.

Prior to departure, you should obtain a Global Health Insurance Card (**GHIC**) from www.nhs.uk/ghic. A GHIC is not a substitute for travel insurance.

It is the responsibility of the person who makes the booking to ensure that all persons travelling are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges, other financial penalty, costs or expenses being incurred by us, you will be responsible for reimbursing us accordingly. If you are unable to travel as a result of failure or inability to comply with any health related or other requirements, cancellation charges will apply as referred in clause 7.

18. Foreign, Commonwealth and Development Office Advice

The UK Foreign, Commonwealth and Development Office publishes regularly updated travel information on its website <https://www.gov.uk/foreign-travel-advice> which you are recommended to consult before booking and in good time before departure. We act in accordance with this advice and will cancel your holiday where, at the time of

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travel, the FCDO advises against all travel or all but essential travel to the country or region you are visiting and we are unable to offer suitable alternative arrangements which are acceptable to you.

19. Financial security

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 9419). When you buy an ATOL protected flight or a flight inclusive holiday* from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

*The air inclusive holidays and flights we arrange are ATOL protected providing they are made available in the UK. For further information, visit the ATOL website at <https://www.caa.co.uk/atol-protection/>

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Please note: Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme.

The Civil Aviation Authority can be contacted at CAA Legal Department, Aviation House, Beehive Ring Road, Crawley, West Sussex RH6 0YR, UK tel +44 (0)333 103 6350, e-mail claims@caa.co.uk or visit www.caa.co.uk

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Inside Travel Group Limited (5233) and in the event of their insolvency, protection is provided for:

- Non-flight package bookings sold by Inside Travel Group Limited (Company No. 04094031) as principal to the contract with the customer / consumer.
- Flight inclusive package bookings commencing outside of the United Kingdom and sold to customers / consumers outside of the United Kingdom by Inside Travel Group Limited (Company No. 04094031) as principal to the contract with the customer / consumer.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Inside Travel Group Limited.

In the unlikely event that you require assistance from ABTOT whilst abroad due to Inside Travel Group Limited's financial failure, please call ABTOT's 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukxi/2018/634/contents/madeFlights>

20. Flights

In accordance with EU Regulation No 2111/2005, we are required to bring to your attention the existence of a **Community list** which contains details of air carriers who are subject to an operating ban within the EU and UK. The Community list is available for inspection at https://ec.europa.eu/transport/modes/air/safety/air-ban/search_en

We are also required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a



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result of

which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 9 **Changes and cancellation by us** will apply. We are not always in a position at the time of booking to confirm the flight timings which will apply to your flight. The flight timings shown on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including without limitation, air traffic control restrictions, weather conditions and potential technical problems with the aircraft.

Specific instructions relating to departure and travel arrangements will be sent approximately 4 weeks before departure. You must check this information very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed at a later stage - we will contact you as soon as possible if this happens.

Any change in the identity of the carrier, flight timings and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where otherwise specified in these conditions.

Delay and Denied Boarding Regulations

In the event of any flight delay or cancellation at your international point of departure, the airline is responsible for providing such assistance as is legally required by EC 261/2004 the Denied Boarding Regulations which are implemented in the UK by the Civil Aviation (Denied Boarding, Compensation and Assistance) Regulations 2005 (**Denied Boarding Regulations**). We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. We cannot accept liability for any delay which is due to any of the reasons set out in clause 11(2) of these booking conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay for which we are responsible in accordance with these booking conditions unless it has a significant effect on your holiday arrangements. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under the Denied Boarding Regulations. Where applicable, you must pursue the airline for the compensation or other payment due to you.

All sums you receive or are entitled to receive from the airline concerned by virtue of the Denied Boarding Regulations represent the full amount of your entitlement to compensation or any other payment arising from any cancellation, delay, downgrading or denied boarding of or in respect of your flight. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight under the Denied Boarding Regulations does not automatically entitle you to cancel any other arrangements booked with us even where those arrangements have been made in conjunction with your flight.

We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules, you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to passengercomplaints@caa.co.uk or see www.caa.co.uk – Referring Your Complaint to the CAA.

21. Website / advertising material accuracy

The information appearing on our website and in our other advertising material is believed correct to the best of our knowledge at the time of publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen holiday (including the price) with us or your travel agent at the time of booking.

22. Safety standards

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

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